

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

JAMES D. BUCHANAN,
Plaintiff,

vs.

No. 18-CV-171-RAW

TURN KEY HEALTH CLINICS,
LLC, et al,
Defendant.

DEPOSITION OF
FLINT JUNOD

DATE: AUGUST 2, 2019

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1 THE WITNESS: I believe this is the
2 only contract and I don't see that in here, so
3 it would not be a contractual obligation.

4 Q (By Mr. Blakemore) Do you know -- do
5 you know whether there was any RN coverage at
6 the Muskogee County Jail?

7 A I -- I don't know when everybody worked.
8 I'm sure there could have been at times. I know
9 the ARNP would be there, which is an RN so it --
10 I -- I don't know -- I don't know, you know, the
11 schedule today of every person who ever worked
12 at Muskogee County.

13 Q Okay. Well, let me just ask you, do you
14 recall -- do you recall an RN ever working on
15 site at the Muskogee County Jail?

16 A I know the -- Lela Goatley would have
17 been on site so she would meet that
18 classification.

19 Q Okay. So Lela Goatley, she's a nurse
20 practitioner, right?

21 A Advanced registered nurse practitioner.

22 Q Okay. And --

23 A As well as an RN, I believe.

24 Q She didn't work full time at the -- at
25 the Muskogee County Jail, did she?

1 A No, sir.

2 Q How often was she at the Muskogee County
3 Jail?

4 A I don't have time sheets in front of me
5 but I can tell you when I reviewed November
6 2016, we averaged -- I think we did eight
7 provider clinics that month from what I remember
8 reviewing, and that was composed of Dr. Cooper
9 and Lela Goatley.

10 Q Let me ask it to you this way. Are you
11 aware of any RN who worked at the Muskogee
12 County Jail on site full time?

13 MR. YOUNG: Object to form. Answer
14 if you can.

15 THE WITNESS: I don't -- I don't
16 know of a full time RN that worked at Muskogee
17 County.

18 Q (By Mr. Blakemore) Was there a -- was
19 there ever a full-time physician who worked at
20 the Muskogee County Jail?

21 MR. YOUNG: Object to form. Do you
22 mean on call or in the building?

23 MR. BLAKEMORE: I mean, actually
24 working there.

25 THE WITNESS: We -- we had two full

1 many that would be. He -- when he visits sites,
2 sometimes he sees patients so he knows, you
3 know, our operation very well.

4 Q (By Mr. Blakemore) Were there any other
5 -- were there any other Turn Key physicians who
6 provided patient care at the Muskogee County
7 Jail?

8 A I'm not aware of any.

9 Q And as you sit here today, do you know
10 how often Dr. Cooper provided clinical care at
11 the Muskogee County Jail?

12 MR. YOUNG: I'll object to form.

13 THE WITNESS: I know that we -- in
14 November of 2016, we provided eight clinics with
15 providers and that composed of Dr. Cooper and
16 Lela Goatley.

17 Q (By Mr. Blakemore) So how many hours
18 did -- how many hours -- you said you looked at
19 November of 2016. How many hours was Dr. Cooper
20 at the -- at the jail in November of 2016?

21 MR. YOUNG: Object to form. Don't
22 guess, answer if you know.

23 THE WITNESS: I -- I looked at them
24 in accordance to our contract, sir, and our
25 contract just says that day will not be less

1 than weekly. So when I reviewed it, we were in
2 compliance with weekly. I didn't count their
3 hours and, in fact, in November of 2016 we were
4 there more than weekly with our providers.

5 Q (By Mr. Blakemore) Dr. Cooper was there
6 -- was at the jail weekly in November of 2016;
7 is that right?

8 MR. YOUNG: Object to form. Answer
9 if you can remember.

10 THE WITNESS: There were a total of
11 eight clinics that I remember and those were
12 composed of Dr. Cooper and Lela Goatley. I
13 didn't --

14 Q (By Mr. Blakemore) Both of them at the
15 same time?

16 A I -- I -- I do not believe so.

17 Q Okay.

18 A I would assume not.

19 Q So do you know, as you sit here today,
20 how many hours Dr. Cooper was actually at the
21 Muskogee County Jail in November of 2016?

22 A I do not, sir. I reviewed according to
23 what our contract required to make sure we were
24 in compliance with one a week.

25 Q Do you know, and I'll just -- we can

1 Q Okay. Can you testify as to what
2 Oklahoma law requires as far as minimum coverage
3 for nurses or anything like that?

4 A Can you clarify minimum coverage for?

5 Q Well, my understanding is during this
6 period of time, November of 2016, Turn Key was
7 providing 24 hour, seven day a week, 365 day
8 coverage of -- of at least an LPN; is that
9 correct?

10 A Correct.

11 Q And as I understand it, that's way above
12 any Oklahoma requirement or jail standard; is
13 that your understanding as well?

14 MR. BLAKEMORE: Object to form.

15 THE WITNESS: I would have a similar
16 conclusion, yes, sir.

17 Q (By Mr. Artus) And in fact, there
18 aren't many jails in the State of Oklahoma that
19 provide 24/7, 365 day nurse coverage; would you
20 agree with that.

21 MR. BLAKEMORE: Object to form and
22 foundation.

23 THE WITNESS: I would agree with
24 that.

25 Q (By Mr. Artus) And --

1 A Can I clarify that?

2 Q Sure. Certainly.

3 A On -- Turn Key always recommends -- or
4 our recommendation is for 24/7. Due to county
5 budgets, it's not always feasible. So yes, we
6 were providing above what most counties do.

7 Q Some -- would you agree that some jails
8 in Oklahoma, all they provide is just a hospital
9 that you would just send -- so the jailer would
10 see someone sick and send them to the hospital;
11 are you aware of that?

12 MR. BLAKEMORE: Object to form.

13 THE WITNESS: There are county jails
14 who do not have on-site staff.

15 Q (By Mr. Artus) And the -- the -- the
16 entity that regulates jails, inspects them would
17 be the Oklahoma Department of Health; is that
18 correct?

19 A Yes, sir, to my knowledge, they manage
20 the inspection.

21 Q And they approve of those counties that
22 don't have any on-site medical staff; would you
23 agree with that?

24 A I would assume so since they continue to
25 operate that way.

1 would work to resolve it.

2 Q (By Mr. Artus) Okay. The hours that
3 were decreased, the hours of coverage, that was
4 in 2017, correct, not in 2016, right?

5 A That is correct.

6 Q And when the -- when the contract was
7 ended with Muskogee County Detention Center,
8 that was at the end of 2017, not in 2016; is
9 that correct?

10 A That is correct.

11 Q The contract that you had with Muskogee
12 County Detention Center required you to comply
13 with the Oklahoma Department of Human Services
14 jail standards; is that correct?

15 A I believe so, I don't know.

16 Q Specifically 1.3 --

17 A Okay.

18 Q -- of Plaintiff's Exhibit 18?

19 A Yes, sir.

20 Q And you believe the terms of this
21 contract allowed you to comply with Oklahoma --
22 the Department of Human Services jail standards?

23 MR. BLAKEMORE: Object to form.

24 Q (By Mr. Artus) As far as medical care?

25 MR. BLAKEMORE: Object to the form.

1 THE WITNESS: Yes, sir, we would --
2 the contract would have that.

3 Q (By Mr. Artus) With regard to sending
4 inmates to the hospital, that's considered
5 off-site, is that correct, off-site specialty
6 care for inmates, specifically on 1.17 of the
7 contract?

8 A 1. -- I'm sorry, sir, I was looking at
9 --

10 Q 1.17?

11 MR. BLAKEMORE: Give him a page
12 number. Did you find it?

13 THE WITNESS: Hospitalization and
14 off-site specialty care would include -- yes,
15 would be outside of the facility.

16 Q (By Mr. Artus) And so Turn Key wouldn't
17 pay for that, right?

18 A No, sir, the contract says such services
19 shall be the responsibility of the agency.

20 Q The agency which would be the jail,
21 right?

22 A Yes, sir.

23 Q And so Turn Key -- if Turn Key decided
24 they needed to send an inmate to the hospital,
25 say like in this case, Turn Key decided that

1 financial decision.

2 Q (By Mr. Artus) Well, that's one of the
3 allegations in the lawsuit that the contract put
4 some kind of financial disincentive on Turn Key
5 so that Turn Key didn't want to send to -- send
6 inmates to the hospital, but that's not the
7 case, is it?

8 A That -- that would not be correct. We
9 instruct our staff to do what is right for the
10 patient. When in doubt, send out.

11 Q And the same thing goes for ambulance
12 care, that doesn't come out of Turn Key's money,
13 that is paid by the County, right?

14 A That is correct.

15 Q And with regard to Section 5.1 of the
16 contract, Page 10, Turn Key is an independent
17 contractor, not an agent of the county; is that
18 correct?

19 MR. YOUNG: Object to form.

20 MR. BLAKEMORE: And calls for a
21 legal conclusion.

22 THE WITNESS: It -- Turn Key is its
23 own entity contracted by the Muskogee County
24 Jail or Muskogee County.

25 Q (By Mr. Artus) 5.1 of the contract

1 says, it is mutually understood and agreed and
2 it is the intent of the parties hereto that an
3 independent contractor relationship be, and is
4 hereby established under the terms and
5 conditions of this contract. Nothing in this
6 contract shall be construed to create an agency
7 relationship, an employee -- employer/employee
8 relationship, a joint venture relationship or
9 any other relationship allowing the agency to
10 exercise control or direction over the matter or
11 methods by which contractor, its employees,
12 agents or subcontractors perform hereunder. Did
13 I read that correctly?

14 A Yes, sir.

15 Q And so Turn Key was not an agent of the
16 County; would you agree with that?

17 MR. BLAKEMORE: Object to form.
18 Calls for --

19 Q (By Mr. Artus) Under the terms of this
20 contract?

21 MR. BLAKEMORE: Object to form.
22 Calls for a legal conclusion.

23 THE WITNESS: It -- the contract
24 reads that it is an independent contractor.

25 MR. ARTUS: Thank you. I think